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Morristown, New Jersey 07963-0905

June 30, 2006

Federal Communications Commission  
Office of the Secretary  
9300 East Hampton Drive  
Capitol Heights, MD 20743

**Re: In the Matter of the Request for Review of Decision on Appeal of the  
Universal Service Administrator by the State-Operated School District of  
the City of Paterson, Paterson, New Jersey  
CC Docket No. 96-45 CC Docket No. 02-06  
Contact Person: James Eric Andrews**

Applicant Name: Paterson School District  
Billed Entity No: 122871  
Form 471 Application No.: 397016  
Funding Request No. 1088764

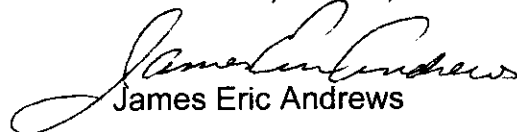
Dear Secretary:

We are General Counsel for the State-Operated School District of the City of Paterson also known as the Paterson Public Schools or Paterson School District. On behalf of the School District, please find enclosed an original and four copies of the District's Request for Review of the Administrator's Decision on Appeal in the above matter with Exhibits A through J. Please contact the undersigned for any questions you may have.

Thank you for your assistance.

Respectfully submitted,

SCHENCK, PRICE, SMITH & KING, L.L.P.



James Eric Andrews

Cc: Dr. Michael E. Glascoe, Superintendent  
William J. Coughlin, Esq., Attorney for Cross Telecom Corporation

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IN THE MATTER OF THE REQUEST : FEDERAL COMMUNICATIONS COMMISSION  
FOR REVIEW OF A DECISION OF :  
THE UNIVERSAL SERVICE :  
ADMINISTRATOR BY THE STATE : CC DOCKET NO.: 96-45  
OPERATED SCHOOL DISTRICT : CC DOCKET NO. : 02-06  
OF THE CITY OF PATERSON, :  
PATERSON, NEW JERSEY :  
 : ON APPEAL FROM:  
 :  
 : UNIVERSAL SERVICES ADMINISTRATOR'S  
 : DECISION ON APPEAL DATED MAY 5, 2006

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**REQUEST FOR REVIEW**

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SCHENCK, PRICE, SMITH & KING, LLP

10 Washington Street, P.O. Box 905

Morristown, New Jersey 07963-0905

(973) 539-1000

Attorneys for State-Operated School District of the  
City of Paterson

Re: Form 471 Application Number: 397016

Funding Year: 2004/2005

Applicant's Form Identifier: pps2004-2005

Billed Entity Number: 122871

SPIN Name: Cross Telecom Corporation

FRN: 1088764

Contract No. A42285

Funding Commitment: \$2,282,958.58

Adjusted Funding Commitment: 0.00

By:

James Eric Andrews, Esq.

Dated: June 30, 2006

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## INTRODUCTION

The State-Operated School District of the City of Paterson ("Paterson School District" or "District") hereby appeals the Universal Service Administrative Company's ("USAC"), Schools and Libraries Division's ("SLD") May 5, 2006 Decision on Appeal denying the Paterson School District's appeal of the SLD's January 24, 2006 Notification of Commitment Adjustment Letter. In its Notification, the SLD rescinded \$2,282,952.58 in previously awarded funding to the School District. The SLD's Decision on Appeal provides in pertinent part:

- Upon review of the appeal letter and supporting documentation, it was determined that Paterson School District did not have a contract in place that covered Funding Year 2004 (July 1, 2004 through June 30, 2005) at the time the Form 471 application was filed. The State Master Contract provided on February 2, 2004, also the certification postmark date of the Form 471, expired on February 29, 2004, which is prior to the start of Funding Year 2004. After filing the Form 471, Addendum 25 was signed on February 23, 2004, which extended the contract until August 31, 2004. FCC rules require applicants to have a signed contract, covering the services to be delivered, at the time they submit the Form 471. Since the contract in place at the time of submission of the Form 471 did not cover the relevant Funding Year, the commitment has been rescinded in full. Please refer to the USAC website at <http://www.usac.org/sl/applicants/step04/state-replacement-contracts.aspx> for procedures on State Master Contracts that expire before or during the relevant funding year.
- SLD has determined that, at the time you submitted your Form 471 application, you did not have a signed contract for services in place with your service provider(s) for services other than tariffed or month-to-month services. FCC rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." 47 C.F.R. § 54.504(c). The FCC has consistently upheld SLD's denial of Funding Request Number(s) when there is no contract in place for the funding requested. The FCC Form 471 instructions under Block 5 clearly state that you MUST sign a contract for all services that you order on your Form 471 except tariffed services and month-to-month services. You did not provide evidence with your appeal that, at the time you signed your Form 471, you had signed a contract for eligible services. Consequently, SLD denies your appeal.

## SUMMARY

Contrary to the SLD's finding in its May 5, 2006 Decision on Appeal, a State Master Contract was in place when the District's Form 471 was signed and filed. The State Master Contract remained effective for the 2004/2005 funding year. No re-bidding of the state master contract took place during the period in question, and the existing contract was not replaced. As the Paterson School District was in full compliance with both state procurement laws and the USAC's requirements, it strongly objects to the SLD's ruling that the state master contract was invalid simply because it was extended without re-bidding.

In its May 5, 2006 Decision on Appeal, the SLD also sets forth another reason it denied E-rate funding for the District, stating for the first time that the District did not provide sufficient evidence indicating that there was a signed contract with a vendor at the time it signed its Form 471. The instructions for filing Form 471 state that the existence of a signed State Master Contract between the state and the service provider meets the FCC's signed contract requirement. As the record and the attached documents show, the District contracted for services pursuant to a valid New Jersey State Master Contract and evidence of this fact was provided not only to the SLD as an exhibit attached to the District's Letter of Appeal, but also provided in 2004 in response to a request for this information by the SLD's Program Integrity Assurance team.

In the alternative, should the Commission disagree with the above arguments, the School District seeks waiver of the Commission's rule at 47 C.F.R. Section 54.504(c). As argued in detail below, waiver of this rule would be consistent with the public interest standards followed by the Commission and its recent decisions. There have been no findings even suggesting that the District committed any fraud or misuse of funds when it utilized the State Master Contract. Moreover, given that the required work under the State Master Contract was completed after

issuance of a purchase order, the rescission of the funding upon which the District relied is against public policy and waiver of the Commission's rules is appropriate. Failure to grant a waiver would work a hardship and unfairly penalize the District when it acted in good faith in compliance with state law without any hint during the entire process that the funding would be rescinded.

### **STATEMENT OF FACTS AND PROCEDURAL HISTORY**

On November 12, 2003, the School District posted its Form 470 for the purpose of applying for E-Rate funding for the installation of new telecom internal connections (hereinafter "Internal Connections). See Exhibit A. While the purpose of the posting was to receive multiple bids for the proposed work, no bids were received. Fortunately, there was an existing State Master Contract for telecom services (T1316, Contract No. A42285) authorized by the New Jersey Department of Treasury, Division of Purchase and Property (hereinafter "Division of Purchase and Property"), and the School District determined that utilization of the state contract pursuant to state law under N.J.S.A. 18A:18A-10 would be the most cost-effective way in which to engage a vendor for the Internal Connections work.

After the 28 day waiting period, Cross Telecom Corporation (hereinafter "Cross Telecom"),<sup>1</sup> as an eligible state contract service provider, sent the District proposed pricing for the installation of the Internal Connections. See Exhibit B. Thereafter, after determining that Cross Telecom's pricing was in conformance with the state contract pricing and in keeping with SLD requirements, by letter dated February 1, 2004, the School District notified Cross Telecom that its offer was acceptable. See Exhibit C.

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<sup>1</sup> Cross Telecom is and authorized dealer for Avaya. Cross Telecom was added as a dealer via Addendum No. 24 to the State Master Contract attached hereto as part of Exhibit J.

On February 2, 2004, the School District signed and thereafter submitted Form 471, indicating therein that it would be utilizing the existing state master contract. See Exhibit D. Thereafter, in response to inquiries by the SLD's Program Integrity Assurance Team ("PIA"), the School District provided information showing that the state contract was set to continue through August 31, 2004. See Exhibit I. It appears that the PIA was satisfied with this response, as the School District received no further inquiries from the PIA.

During the period in question, the State Master Contract was extended three times. Addenda to the contract were as follows:

Addendum #25 – March 1, 2004 through August 31, 2004

Addendum #27 – September 1, 2004 through February 28, 2005

Addendum #31 – March 1, 2005 through June 30, 2005

The addenda are attached hereto as part of Exhibit I. These addenda confirm the continuing existence of the contract during the funding year.

On January 11, 2005, more than half way through the funding year, the SLD awarded the School District \$2,282,958.58 in funding. See Funding Commitment Letter attached hereto as Exhibit E. In reliance upon the SLD award, on March 8, 2005, the District released Purchase Order No. 0511233, which provided that the District would be paying a percentage of the cost of the proposed work with the balance paid via E-Rate funding. See Exhibit F. Thereafter, Cross commenced work on the system that was completed in accordance with the USAC's rules by September 30, 2005.

On January 24, 2006, more than a year after the initial award and after the work had already been completed, the SLD released its Commitment Adjustment Letter wherein it rescinded its award. See "Notification of Commitment Adjustment Letter" attached hereto as

Exhibit G. By letter dated March 3, 2006, Cross filed its appeal with the SLD. See Exhibit H. On March 23, 2006, via electronic filing, the School District filed its appeal with the SLD with Exhibits A and B attached. See Exhibit I. On May 5, 2006, the SLD rendered its Decision on Appeal denying Cross's and the School District's appeals. See Exhibit J.

We note that while the SLD in its May 5, 2006 Decision on Appeal summarizes Cross Telecom's arguments set forth in its March 3, 2006 letter brief, it did not refer to the District's arguments set forth in its March 23, 2006 letter brief. Moreover, the decision was not forwarded by the SLD to the District in any formal way, but rather, was formally sent to Cross only, with a copy sent to the District's contact person. We have been advised informally by the SLD that the May 5, 2005 decision applies to Cross Telecom and the District equally, and that the District has standing to appeal the SLD's decision.

## **LEGAL ARGUMENT**

### **POINT 1**

#### **THE STATE MASTER CONTRACT CONTINUED AS A VALID CONTRACT IN PLACE FOR THE ENTIRE FUNDING YEAR AND THE PATERSON SCHOOL DISTRICT'S USE OF THIS CONTRACT COMPLIED WITH ALL STATE AND FEDERAL REQUIREMENTS**

As noted above, the SLD concluded that the State Master Contract was not in place for the full funding year. The SLD's conclusion is in error. The District followed all SLD instructions relating to Forms 470 and 471 as well as state procurement laws when it utilized the existing State Master Contract. As noted above, no bids were received from interested service providers for Internal Connections after the District posted its Form 470. In February 2004, state contract A42285 (Telecommunications Equipment – wired) was in full force and effect with its expiration set for February 29, 2004. In New Jersey the practice is that the state contract is

periodically extended and the District understandably believed that future extensions, at least covering the funding year, would be forthcoming. As anticipated, the state contract never expired and remained in place with the same terms and conditions for the entire funding year. See addenda numbers 25, 27 and 31 and accompanying letters attached hereto as Exhibit D.

As noted above, the PIA made inquiries regarding the nature of New Jersey's state contract. In response, the District provided information, including Addendum #25, which showed that the contract continued through August 31, 2004. No further correspondence was received from the PIA and the E-rate funding was approved by the SLD on January 11, 2005.

The USAC defines a state master contract as "those contracts which are competitively bid and put in place by an entity of state government for use by others." See, [http://www.usac.org/sl/applicants/step04/contract\\_guidance.aspx](http://www.usac.org/sl/applicants/step04/contract_guidance.aspx). New Jersey contract number A42285 fits this description. In its Decision on Appeal, the SLD suggests that the District should have followed procedures for state master contract replacements found on its website. It is respectfully submitted that these procedures have no applicability to the facts herein. In this regard, the USAC website provides two scenarios which it describes as follows;

**Scenario A – State master contract expiring before the funding year**

A state master contract may expire BEFORE the start of the funding year for an application. In this case, your state intends to select a service provider as part of a **competitive bidding process to provide services under a new state master contract**, but that process has not been completed and you are not yet sure who that service provider will be.

**Scenario B – State master contract expiring during the funding year**

A state master contract may expire DURING the funding year for which you are applying for discounts. In this second situation, the current service provider will provide services during part of the funding year under that state master contract, but your state intends to select a service provider as part of a **competitive bidding process to provide services under a new state master contract** during the remainder of the funding year. Again, that process has not been completed and you are not yet sure who the new service provider will be.

[<http://www.usac.org/sl/applicants/step04/state-replacement-contracts.aspx> (See, State Replacement Contracts) (emphasis supplied)]

It is significant that the state contracting authority in New Jersey apparently never intended to “select a service provider as part of a competitive bidding process to provide services under a new state master contract” either before commencement of or during the 2004/2005 funding year. No competitive bidding was needed to extend the contract as had been done before. The District understood that it was not necessary to pursue the additional requirements for a replacement State Master Contract even though the existing contract was set to expire on February 29, 2004. As the state had no plans in place to seek new bids before or during the funding year, the District understood that the extension process would simply continue the contract that the state contracting authority had previously utilized. The erroneous conclusion of the SLD is due to its misinterpretation of the word “expiration”. The assumption appears to be that if a contract is set to expire, it cannot be extended without adherence to a new competitive bidding process. However, in New Jersey, state contracts are frequently extended without re-bidding as the State did in these circumstances.

Given the PIA’s review process and the continuing and uninterrupted existence of a valid State contract, the District respectfully requests that the FCC direct the SLD to restore its funding commitment of \$2,282,958.58, a commitment which the District relied upon. The Funding Year has now long since passed, and the vendor has completed its work under the Contract. The District’s contract with Cross Telecom Corporation was a valid state contract allowable under the federal rules and utilized by the District in conformance with New Jersey public contracting law during the Funding Year. As argued above, the District had complied with all of the requirements of the Form 471 when it was submitted and was not obligated to follow replacement contract procedures irrelevant and inapplicable under the current circumstances.

Moreover, the project was performed in accordance with the terms of the contract which remained in full force and effect during the period that the work was done and during the 2004/2005 Funding Year. These facts alone should provide sufficient assurances that the work under the contract was completed in accordance with all SLD requirements.

## **POINT II**

### **CONTRARY TO THE SLD'S POSITION, A VALID SIGNED CONTRACT WAS IN PLACE AT THE TIME THE PATERSON SCHOOL DISTRICT SIGNED ITS FORM 471**

The SLD alleges that the District failed to provide evidence that there existed a signed contract at the time that it signed its Form 471; a requirement under 47 C.F.R. Section 54.504(c).

However, Step 4 of the USAC's contract guidance procedures provides the following:

If the applicant selects the state master contract as the most cost-effective alternative, the applicant is required to follow the applicable provisions of the state master contract, state contract law, and state and local procurement laws. **The signed state master contract between the state and the service provider meets the FCC signed contract requirement.**

[<http://www.usac.org/sl/applicants/step04/state-replacement-contracts.aspx>(Contract Guidance) emphasis supplied], See also, FCC Form 471 Instructions-2004 at 23

It is not clear why the SLD questions the existence of the state master contract at this stage when it had found nothing wrong during its initial review. As argued above, the contract certainly existed as evidenced by the addenda referenced above. Moreover, evidence of this contract was submitted by the District in response to inquiries by the PIA, which evidence was included as an Exhibit with the District's Letter of Appeal filed with the SLD.

We note that New Jersey State Master Contracts do not contain signatures on the last page of the contract. Rather, when a State Master Contract is publicly bid, proposals are solicited from bidders, and if the State's Division of Purchase and Property accepts a bid, notification is then sent to the bidder requesting the signature of the official representing the

bidder as evidence of the bidders acceptance of the terms and conditions of the contract. Thereafter, to the extent that a contract extension is contemplated, notification of the extension is sent by the Division of Purchase and Property to those service providers listed on the state contract. The extension letters state that an extension is being contemplated and that the service provider must sign and return the letter if it wishes to accept the extension and continue as an authorized service provider under the state contract.

On February 2, 2004, Avaya's representative signed a letter sent by the Division, indicating its agreement with the extension and its continuing participation as a party to the contract. The District signed its Form 471 on the same day. See Exhibit D attached hereto. This provides clear evidence that the District, in keeping with the USAC's own directive that the signed state contract satisfies the rule, complied with the signed contract requirement pursuant to 47 C.F.R. Section 54.504(c).<sup>2</sup>

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<sup>2</sup> The SLD cites In the Matter of Request for Review by Waldwick School District, Waldwick New Jersey, DA 03-3526 (released November 5, 2003) as support for the its position regarding the Paterson School District's contract. In that case, Waldwick School District's appeal was denied because there was no contract with the service provider and Waldwick continued to use a previous contractor on a month to month basis. Unlike the situation in Waldwick, the Paterson School District was able to utilize an existing state contract with a state contract listed service provider. Waldwick's continued use of a different contractor, without notifying the SLD, was the basis for the Commission's denial. In contrast, the Paterson School District provided accurate information at all times and allowed the services of the vendor listed on the state master contract only after it was awarded funding by the SLD.

### **POINT III**

**IN THE ALTERNATIVE, SHOULD THE COMMISSION DETERMINE THAT THERE WAS A TECHNICAL VIOLATION OF ITS SIGNED CONTRACT RULE, 47 C.F.R. SECTION 54.504(c), IT SHOULD WAIVE THIS RULE IN THE INTERESTS OF FAIRNESS AND IN FURTHERANCE OF SOUND PUBLIC POLICY**

It has been submitted that the District was in compliance with the 47 C.F.R. Section 54.504(c) under the present circumstances. In the event that the Commission determines that the District was not in compliance, waiver of this rule in furtherance of sound public policy and elemental fairness is appropriate.

The Commission may waive its rules for good cause shown. 47 C.F.R. Section 13. The Commission describes the basis for a finding of good cause as follows:

A rule may be waived where the particular facts make strict compliance inconsistent with the public interest. In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis. In sum, waiver is appropriate if special circumstances warrant a deviation from the general rule, and such deviation would better serve the public interest than strict adherence to the general rule.

[In the Matter of Requests for Waiver of the Decision of the USAC by Illinois School For the Visually Impaired, DA 06-785 at page 3, para. 5 (citations omitted)(released April 3, 2006)]

As will be shown, the circumstances surrounding the District's decision to use a State Master Contract warrant waiver of 47 C.F.R. Section 54.504(c) should the Commission determine that there was a violation of this rule.

47 C.F.R. Section 504-54(c) provides in pertinent part that an eligible School District "shall upon signing a contract for eligible services, submit a completed FCC Form 471 to the Administrator". By letter dated February 1, 2004, the District accepted Cross Telecom's offer of services in conformance with the State Master Contract's discounted pricing. See Exhibit C. In order to effectuate service under the state master contract, the District issued Purchase Order No. 0511233 under the State Master Contract on March 8, 2005. As noted above, the Purchase Order

provided that a percentage of the contract price amounting to \$327,555.70 was to be paid directly by the District with the balance paid via E-rate funding. Under New Jersey law, a purchase order is a legally binding contract. See, N.J.S.A. 18A:18A-2(n). Even if the Commission were to find that no contract existed at the time the District signed and submitted its Form 471, under District policy, commencement of work under a contract cannot begin until after issuance of a purchase order. Thus, the existence of Purchase Order no. 0511233 issued under the State Master Contract on March 8, 2005 confirms that there was a contract in place before commencement of the work by the service provider and during the funding year. It is beyond question that a valid contract existed between the parties under New Jersey law.

The Commission has recently released a number of decisions wherein it waived the provisions of 47 C.F.R. Section 54.504(c) even though it found that there had been technical violations of the rule. In In the Matter of Requests for Waiver of the Decision of the USAC by Illinois School For the Visually Impaired, DA 06-785 (released April 3, 2006), the Commission considered an appeal after the SLD had rescinded 100% of funding because no contract was in place at the time it signed its Form 471. While the vendor performed the work under a valid contract in place during the funding year, due to the requirements of Illinois law, the Illinois School was not allowed to enter into the contract until it received word from the USAC that its internal connections project was fully funded. Therefore, no contract was in place for the funding year at the time the Illinois school filed its Form 471.

In rendering its decision in the above case, the Commission waived 47 C.F.R. Section 54.504(c) and directed that the USAC reinstate the funding commitment previously rescinded by the SLD. In doing so, the Commission noted that there was no evidence in the record suggesting an intention to defraud or abuse the SLD's program. Of key importance here is the

Commission's statement that while the Illinois school missed the deadline for submitting a signed contract, it did indeed have "a legally binding contract in place during the funding year and before the vendor began providing services." *Id.* at page 3, paragraph 7. In other words, no harm was done to the process and the work was performed under a valid contract.<sup>3</sup>

The District reasonably believed when it signed Form 471 that the State Master Contract authorized by the State's Division of Purchase and Property was the most cost-effective way in which to proceed and that it met all E-rate filing requirements. In March 2005 via a purchase order, the District gave final authorization to the service provider to proceed with the project. As noted above, the purchase order is a legally binding contract under State law. Therefore, in keeping with the above-cited Commission decisions, no harm was done to the procurement process because there was a "legally binding contract in place during the funding year and before the vendor began providing services." *Id.* at 3.

When all of the facts are examined, it is apparent that the standard for waiver referenced in paragraph 5 of the Commission's decision in DA 06-785 (Illinois case) is applicable in this case as well. Continued denial of funding represents a hardship for a school district already subject to severe budgetary constraints. Moreover, as noted above, the SLD never suggested or notified the District that it was not in full compliance with all E-rate requirements until all funding was rescinded approximately a year after the date of the original award. This was well after the District had committed valuable and limited resources to the project under a state master

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<sup>3</sup> See, In the Matter of Cincinnati City School District, DA06-1107 (released May 26, 2006) (Commission waived 47 C.F.R. Section 54.504(c) where City Schools issued a purchase order before filing Form 471, but did not enter formal contract until later). See also, In the Matter of Requests for Review by Richmond County School District, Hamlet N.C., DA 06-1265 (released June 13, 2006) and In the Matter of Request for Waiver, West Virginia Department of Education, DA 05-2179 (released July 27, 2005).

contract. Under these circumstances, especially when there is no allegation of fraud or abuse of the funding process, waiver of the rule is entirely appropriate.

### **CONCLUSION**

In conclusion, State Master Contract #A42285 remained in effect for the Funding Year and the District's vendor performed under that contract in accordance with its terms and conditions. During the entire application process, the SLD never expressed reservations concerning the contract. For the reasons outlined above, the signed contract requirement was met and as is required under the Form 471 process and noted above, use of the state contract by the District was a valid exercise of the District's contracting authority under New Jersey public contracting law.

In the alternative, should the Commission disagree and conclude that there was a technical violation of 47 C.F.R. Section 54.504, we request that the Commission waive this rule because there was in fact a valid contract between the parties at the time the work was performed by the service provider without harm to the E-rate process.

Under either approach, we respectfully request that the Commission reverse the SLD's decision and order the reinstatement of \$2,282,952.58 in funding. The Paterson School District serves especially needy children, and a decision denying the within appeal, especially when there

is no allegation of fraud or hint of abuse of the funding process, would work a hardship against the Paterson School District and run counter to the policies that gave rise to utilization of E-rate funding in the first place.

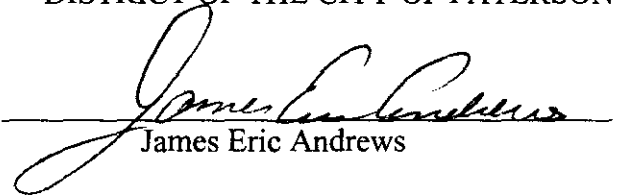
Respectfully submitted,

SCHENCK, PRICE, SMITH & KING, LLP

Attorneys for

THE STATE-OPERATED SCHOOL  
DISTRICT OF THE CITY OF PATERSON

By:



James Eric Andrews

Date: June 30, 2006



## Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours Per Response: 4 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator Web Site and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application. (You can also file online at [www.sl.universalservice.org](http://www.sl.universalservice.org))

Applicant's Form Identifier (Create your own code to identify THIS Form 470)

P P S - 2 0 0 4

Form 470 Application #:

639010000467300

(To be inserted by Fund Administrator)

**Block 1: Applicant Address and Identifications****1 Name of Applicant**

P A T E R S O N   S C H O O L   D I S T R I C T

**2 Funding Year**

July 1, 2 0 0 4 through June 30, 2 0 0 5

**3 Your Entity Number**

1 2 2 8 7 1

**4a Street Address, P.O. Box, or Route Number**

3 5   C H U R C H   S T

**City**

P A T E R S O N

**State**

N J

**Zip Code**

0 7 5 0 5   1 3 0 6

**b Telephone Number**

9 7 3   3 2 1   0 9 0 9   Ext

**c Fax Number**

9 7 3   3 2 1   0 9 0 1

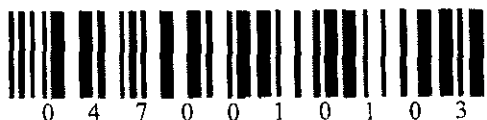
**d E-mail Address****5 Type of Application**

Individual School   (individual public or non-public school)

☒ School District   (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)

Library   (including library system, library branch or library consortium applying as a library)

Consortium   (intermediate service agencies, states, state networks, special consortia)



Entity Number 122871 Applicant's Form Identifier PPS-2004  
Contact Person RALPH BARCA Contact Telephone Number (973) 321-0909

Block 2: Summary Description of Needs or Services Requested (Continued)

10 Internal Connections

Item 10, page

5 of

8

Do you have a Request for Proposal (RFP) that specifies the services you are seeking?

a YES, I have an RFP. It is available on the Web at:

or via (check one)

the Contact Person in Item 6 or

the contact listed in Item 11.

b ☒ NO, I do not have an RFP for these services.

If you answered NO, you must list below the Internal Connections services you seek. Specify each service or function (e.g., local area network) and quantity and/or capacity (e.g., connecting 10 rooms and 300 computers at 56kps or better). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Internal Connections services. Add additional pages if needed.

Service or Function

U N I N T E R R U P T I B L E P O W E R S U P P L Y

1)

Quantity and/or Capacity

5 0 L O C A T I O N S F O R S E R V E R S / S W I T C H E S

Service or Function

V I D E O E Q U I P M E N T

2)

Quantity and/or Capacity

D I S T R I C T W I D E

Service or Function

V O I C E / V I D E O O V E R I P ( V O I P )

3)

Quantity and/or Capacity

D I S T R I C T W I D E

Service or Function

W I R E A N D C A B L E M A I N T E N A N C E

4)

Quantity and/or Capacity

D I S T R I C T W I D E

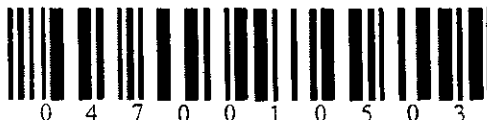
Service or Function

W I R E M A N A G E R

5)

Quantity and/or Capacity

L A N / 1 0 0 0 C O M P U T E R S



Entity Number 122871 Applicant's Form Identifier PPS-2004  
Contact Person RALPH BARCA Contact Telephone Number (973) 321-0909

**Block 1: Applicant Address and Identifications (continued)**

**6a** Contact Person's Name

R A L P H B A R C A

*First, fill in every item of the Contact Person's information below that is different from Item 4, above. Then check the box next to the preferred mode of contact. (At least one box MUST be checked.)*

**b** Street Address, P.O. Box, or Route Number

3 8 5 - 3 9 1 T O T O W A A V E N U E

City

P A T E R S O N

State

Zip Code

N J

0 7 5 0 2

**c** Telephone Number

9 7 3 3 2 1 0 9 0 9 Ext

**d** Fax Number

9 7 3 3 2 1 0 9 0 1

☒ **e** E-mail Address

e r b a r c a @ p a t e r s o n . k 1 2 . n j . u s

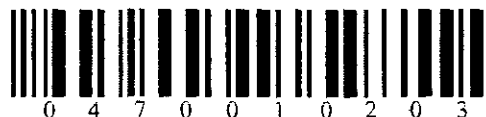
**Block 2: Summary Description of Needs or Services Requested**

**7** This Form 470 describes (check all that apply):

- a** ☒ Tariffed services - telecommunications services, purchased at regulated prices, for which the applicant has no signed, written contract. A new Form 470 must be filed for tariffed services for each funding year.
- b** ☒ Month-to-month services for which the applicant has no signed, written contract. A new Form 470 must be filed for these services for each funding year.
- c** ☒ Services for which a new written contract is sought for the funding year in Item 2.
- d** A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous program year.

**NOTE:** Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous program year OR a contract signed on/before 7/10/97 and reported on a Form 470 in a previous year as an existing contract do NOT require filing of a Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, or Internal Connections? Refer to the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples. Check the relevant category or categories (8, 9, and/or 10 below), and answer the questions in each category you select.



Entity Number 122871 Applicant's Form Identifier PPS-2004  
Contact Person RALPH BARCA Contact Telephone Number (973) 321-0909

Block 2: Summary Description of Needs or Services Requested (Continued)

8 Telecommunications Services

Item 8, page 1 of 4

Do you have a Request for Proposal (RFP) that specifies the services you are seeking?

a YES, I have an RFP. It is available on the Web at:

or via (check one)

the Contact Person in Item 6 or

the contact listed in Item 11.

b ☒ NO, I do not have an RFP for these services.

If you answered NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications Services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Add additional pages if needed.

Service or Function

A S Y N C H R O N O U S T R A N S F E R M O D E ( A T M )

1) Quantity and/or Capacity

D I S T R I C T W I D E

Service or Function

C E L L U L A R S E R V I C E

2) Quantity and/or Capacity

7 0 P H O N E S

Service or Function

C E N T R E X

3) Quantity and/or Capacity

5 0 P H O N E S

Service or Function

D I G I T A L T R A N S M I S S I O N S E R V I C E S

4) Quantity and/or Capacity

D I S T R I C T W I D E

Service or Function

D I R E C T I N W A R D D I A L I N G

5) Quantity and/or Capacity

1 5 0 0 C I R C U I T S



Entity Number 122871 Applicant's Form Identifier PPS-2004  
Contact Person RALPH BARCA Contact Telephone Number (973) 321-0909

**Block 2: Summary Description of Needs or Services Requested (Continued)**

**8 Telecommunications Services**

Item 8, page 2 of 4

*Do you have a Request for Proposal (RFP) that specifies the services you are seeking?*

a YES, I have an RFP. It is available on the Web at:

or via (check one)

the Contact Person in Item 6 or

the contact listed in Item 11.

b ☒ NO, I do not have an RFP for these services.

If you answered NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications Services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Add additional pages if needed.

Service or Function

DIRECTORY ASSISTANCE CHARGES

1) Quantity and/or Capacity

4000 PHONES

Service or Function

DISTANCE LEARNING CIRCUITS

2) Quantity and/or Capacity

4

Service or Function

INTERACTIVE TV (TELEVISION)

3) Quantity and/or Capacity

50 SCHOOLS

Service or Function

LONG DISTANCE TELEPHONE SERVICE

4) Quantity and/or Capacity

50 SCHOOLS

Service or Function

MESSAGE RATE SERVICE

5) Quantity and/or Capacity

DISTRICT WIDE



Entity Number 122871 Applicant's Form Identifier PPS-2004  
Contact Person RALPH BARCA Contact Telephone Number (973) 321-0909

Block 2: Summary Description of Needs or Services Requested (Continued)

8 Telecommunications Services

Item 8, page 3 of 4

Do you have a Request for Proposal (RFP) that specifies the services you are seeking?

a YES, I have an RFP. It is available on the Web at:

or via (check one)

the Contact Person in Item 6 or

the contact listed in Item 11.

b ☒ NO, I do not have an RFP for these services.

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Service or Function

N E T W O R K A C C E S S R E G I S T E R

1) Quantity and/or Capacity

D I S T R I C T W I D E

Service or Function

P O T S

2) Quantity and/or Capacity

5 0 0 C I R C U I T S

Service or Function

T E L E P H O N E S E R V I C E

3) Quantity and/or Capacity

2 0 0 P O T S L I N E S & ( L O N G D I S T A N C E )

Service or Function

T R U N K

4) Quantity and/or Capacity

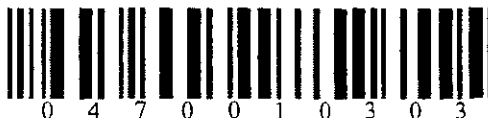
5 0

Service or Function

W I D E A R E A N E T W O R K ( W A N ) S E R V I C E S

5) Quantity and/or Capacity

5 0 S C H O O L S



Entity Number 122871 Applicant's Form Identifier PPS-2004  
Contact Person RALPH BARCA Contact Telephone Number (973) 321-0909

**Block 2: Summary Description of Needs or Services Requested (Continued)**

**8 Telecommunications Services**

Item 8, page 4 of 4

*Do you have a Request for Proposal (RFP) that specifies the services you are seeking?*

**a** YES, I have an RFP. It is available on the Web at:

or via (check one)

the Contact Person in Item 6 or

the contact listed in Item 11.

**b** ☒ NO, I do not have an RFP for these services.

If you answered NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications Services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Add additional pages if needed.

Service or Function

W I R E L E S S   W I D E   A R E A   N E T W O R K

1) Quantity and/or Capacity

1 0

Service or Function

2) Quantity and/or Capacity

Service or Function

3) Quantity and/or Capacity

Service or Function

4) Quantity and/or Capacity

Service or Function

5) Quantity and/or Capacity

